

19662-D

**LOAN AGREEMENT SUPPLEMENT
(Equipment Lot FU)**

This LOAN AGREEMENT SUPPLEMENT (Equipment Lot FU) (this "Supplement"), dated as of June 4, 1996, by FLEET NATIONAL BANK and FRANK W. McDONALD, JR., not in his or its individual capacity, but solely as Owner Trustee under the Trust Agreement (Equipment Lot FU), dated as of September 27, 1995, with the Owner Participant thereunder (in such capacity, the "Owner Trustee").

R E C I T A L S:

WHEREAS, the Owner Trustee and Utrecht-America Finance Co. (the "Lender") are parties to the Loan and Security Agreement (Equipment Lot FU) (the "Loan Agreement"; capitalized terms used herein without definition have the meanings specified or referred to in Article I of the Loan Agreement), dated as of October 3, 1995;

WHEREAS, the Owner Trustee and the Lender executed and delivered a Memorandum of Loan and Security Agreement (Equipment Lot FU), dated as of October 3, 1995, respecting the Loan Agreement, which memorandum was recorded with the Secretary of the Interstate Commerce Commission on October 6, 1995 at 12:35 PM and assigned recordation number 19662-A;

WHEREAS, the Owner Trustee and the Lender wish to substitute the Delivered Locomotive (as defined below) not presently included in the Collateral for a locomotive presently included in the Collateral, and to subject the Delivered Locomotive to the Lien of the Loan Agreement pursuant to Section 5.06 thereof; and

WHEREAS, the Loan Agreement provides for the execution and delivery of a supplement thereto particularly describing any Item of Equipment subjected to the Lien thereof pursuant to Section 5.06 thereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to secure the prompt payment of the Secured Indebtedness, the Owner Trustee hereby grants, bargains, sells, assigns, transfers, conveys, mortgages, warrants, pledges and confirms unto the Lender, its successors and permitted assigns, a security interest in, mortgage Lien on, and pledge of, all right, title and interest of the Owner Trustee in, to and under, and grants the Lender a first priority security interest in, the following described property:

- (i) all the Owner Trustee's right, title and interest in and to the 1993 GP40PH-2 Locomotive number 4150 bearing Serial Number 7127-30 (the "Delivered Locomotive");

(ii) all the Owner Trustee's right, title and interest in and to the Certificate of Acceptance No. 2 (Equipment Lot FU), dated the date hereof, covering the Delivered Locomotive; and

(iii) all the Owner Trustee's right, title and interest in and to the Supplement to the Assignment of Manufacturer's Warranties (Equipment Lot FU), dated the date hereof, relating to the New Warranties (as defined therein);

together with all substitutions, replacements and renewals of the same, and all property which shall hereafter become physically attached to or incorporated in the property above described, whether now owned by the Owner Trustee or hereafter acquired by it, but excluding all Excluded Payments.

TO HAVE AND TO HOLD the same unto the Lender, its successors and permitted assigns, for the uses and purposes and subject to the terms and provisions set forth in the Loan Agreement, to remain in full force and effect until terminated as provided in Section 7.01 thereof.

From and after the date of this Supplement, the Delivered Locomotive shall be deemed an Item of Equipment under the Loan Agreement.

This Supplement shall be construed as supplemental to the Loan Agreement and shall form a part thereof, and the Loan Agreement is incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, but without reference to provisions concerning conflicts of law.


AND FURTHER, the Owner Trustee hereby acknowledges that the Delivered Locomotive referred to in this Supplement and in the aforesaid Certificate of Acceptance No. 2 has been delivered to the Owner Trustee and is included in the Collateral and (other than Excluded Payments) covered by the Lien of the Loan Agreement.

IN WITNESS WHEREOF, each Owner Trustee caused this Supplement to be duly executed by its officer thereunto duly authorized, on the day and year first above written.

FLEET NATIONAL BANK,
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: **FRANK McDONALD**
Title: **VICE PRESIDENT**

FRANK W. McDONALD, JR.,
not in his individual capacity,
but solely as Owner Trustee



STATE OF **CONNECTICUT**
COUNTY OF **HARTFORD**) SS

On this 3rd day of June, 1996, before me personally appeared Frank W. McDonald, to me personally known, who being by me duly sworn, said that s/he is the Vice President of Fleet National Bank, that the foregoing instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and that the execution of the foregoing document was the free act and deed of said corporation.

Notary Public

Karen R. Felt

[SEAL]

My commission expires:

KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/99

STATE OF **CONNECTICUT**
COUNTY OF **HARTFORD**) SS

On this 3rd day of June, 1996, before me personally appeared FRANK W. McDONALD, JR., to me personally known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same.

Notary Public

Karen R. Felt

[SEAL]

My commission expires:

KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/99